

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE 2020-_____

**AN ORDINANCE
OF JASPER COUNTY COUNCIL**

TO AUTHORIZE JASPER COUNTY TO ENTER INTO A FACILITIES USE LETTER OF AGREEMENT WITH THE LOWCOUNTRY COMPOSITE GROUP OF THE CIVIL AIR PATROL FOR THE PERIODIC USE OF A PORTION OF THE RIDGELAND CLAUDE DEAN AIRPORT.

WHEREAS, Jasper County is the owner of real property generally known as the Richard Claude Dean Regional Airport (hereinafter "Airport") in Ridgeland, South Carolina, which includes buildings, hangars, runways, taxi ways, and other facilities customarily associated with airports (the "Airport Facilities"); and

WHEREAS, the Low Country Composite Group of the Civil Air Patrol (hereinafter "LCG") is a South Carolina non-commercial or not-for-profit entity involved in civic and quasi-governmental support activities involving civilian aircraft, pilots and support personnel profit operating in conjunction with the Civil Air Patrol; and

WHEREAS, LCG has traditionally conducted training exercises at the Airport, and desires to continue those exercises on a periodic basis, and now desire to enter into a formal agreement with Jasper County by execution of the attached Facilities Use Agreement ("Facilities Agreement"), which, among other things, provides for an allocation of responsibilities and terms for the use and occupancy of certain portions, from time to time, of the Airport Facilities; and

WHEREAS, Jasper County Council believes that it would be a benefit for the citizens of Jasper County to enter into the Facilities Agreement, which will provide enhanced capabilities for air support of governmental functions, including disaster relief, search and rescue, and forest fire protection;

NOW THEREFORE BE IT ORDAINED by the Jasper County Council in council duly assembled and by the authority of the same:

1. Jasper County Council approves the Facilities Agreement regarding the Airport Facilities as described above and in the Facilities Agreement to the Low Country Composite Group of the Civil Air Patrol on terms substantially consistent with those include in the attached Exhibit "A;" and upon approval of the Facilities Use Agreement, and other related documents by the County Attorney, the County Administrator shall be

and is hereby authorized to execute, and the Clerk to Council is hereby authorized to attest and deliver such Facilities Use Agreement, and other related documents as may be necessary or desirable and in so doing, to bind Jasper County.

2. This ordinance shall take effect upon approval by Council.

Henry Etheridge
Chairman

ATTEST:

Wanda Simmons
Clerk to Council

First Reading: June 1, 2020
Second Reading: July 20, 2020
Public Hearings: July 6 and July 20, 2020
Adopted: August 17, 2020

It is required that the following Exhibit be attached before the second reading:

FACILITIES USE AGREEMENT

Reviewed for form and draftsmanship by the Jasper County Attorney.

David L. Tedder

Date

EXHIBIT "A"

FACILITIES USE AGREEMENT

BETWEEN

JASPER COUNTY

AND

THE LOWCOUNTRY COMPOSITE GROUP OF THE CIVIL AIR PATROL

**FACILITIES USE AGREEMENT
FOR USE OF JASPER COUNTY BUILDINGS AND/OR GROUNDS**

It is understood when entering this agreement that Jasper County is a political subdivision of the State of South Carolina. It is further understood that the User will not conduct or allow to be conducted any program, or take or allow to be taken any action, that may violate Federal, State or County constitutions, laws or policies regarding use of public property.

THIS FACILITIES USE AGREEMENT, made this _____ day of _____, 2020 between Jasper County, South Carolina (hereinafter "the County"), and the Low Country Composite Group of the Civil Air Patrol, hereinafter referred to as "the LCG", hereinafter referred to as "the User".

WHEREAS, the User desires to use that portion of the facilities as defined in Section 3 of this agreement located at the Ridgeland Claude Dean Airport ("Airport") at 1557 Grays Hwy Ridgeland, SC 29936, for the sole benefit and enjoyment of the User upon the terms and conditions herein; and

WHEREAS, the County desires to make the above-mentioned premises available to the User, a non-commercial or not-for-profit entity involved in civic and quasi-governmental support activities involving civilian aircraft, pilots and support personnel, upon the terms and conditions herein;

NOW THEREFORE, in consideration of the covenants and agreements herein contained, it is mutually agreed that the above-mentioned premises shall be used and maintained by the User subject to the following terms and conditions:

1. The undersigned will use the premises for the purpose of periodically conducting ground support of aerial missions and training exercises in furtherance of the mission of the Civil Air Patrol, and no other purpose.
2. The term of this agreement shall be for five (5) years (term), commencing on August 1, 2020, and ending on July 31, 2025. The defined premises will be used on the following days:

As scheduled periodically with the Ridgeland Claude Dean Airport Manager ("Manager") at such times throughout the term as necessary to fulfill the mission and training needs of the LCG, not exceeding ten (10) days per quarter (three month period), and at such other times as may be desirable to accommodate support missions by the LCG during public emergencies.

3. The specific area or areas to be utilized are as follows:

Approximately 650 square feet of the County facility consisting of the kitchen, rest room, office and conference rooms that are necessary, reasonable and prudent for the temporary installation of necessary radio equipment (including Manager approved antennae), provision of adequate office space and meeting room necessary to conduct training and emergency operations at the Airport, including the non-exclusive use of restrooms and parking areas in or appurtenant to the Building. The LCG will also be allowed to use Manager approved areas of the airport for camping and parking of recreational vehicles during the time the Building is being used by the LCG, as well as the use of the Airport runways and taxiways (collectively, the "Premises").

4. The fee for the use of the areas defined in Article 3 above will be \$00.00.

5. The User agrees that while the Premises are used by them, they will be responsible for any damage to the Premises, its furniture, fixtures or other accoutrement caused by the LCG, or its agents, guests, or invitees. The User further agrees that they will pay for any damages arising out of this use of the Premises, and shall clean and remove trash from the premises and areas used by the LCG after its occupancy.

6. User shall comply with all laws, rules, regulations and requirements of all governmental bodies whether Federal, State, County or Municipal. User shall be responsible for all code enforcement or other violations caused by User.

7. User further agrees to indemnify the County from and against any and all claims, demands, actions, suits or causes of action, including counsel fees and other costs defending against the same for loss, damage, or personal injury (including death) arising from the use of the Premises and Airport facilities by the User, its members, guests, or invitees; the County is not responsible for the security of User's records, equipment, or any supplies unless compromised as a result of the County's gross negligence or willful

neglect. At all times during the Lease term, Lessee shall maintain, at its sole cost, comprehensive public liability and comprehensive property damage and other appropriate insurance required of commercial aeronautical operators in "Minimum Standards for Aeronautical Services". Such insurance, at a minimum, must insure against claims and liability for personal injury, death, and property damage arising from the use, occupancy, disuse or condition of the leased premises. The insurance shall be carried by a company or companies authorized to transact business in the State of South Carolina.

8. Either party may cancel this agreement with 30 days' notice without liability for any damages that might be sustained for such cancellation.
9. User agrees not to use or allow the use of tobacco, alcohol, firearms or illegal drugs in or on Salvation Army property. Smoking is prohibited in all physical structures and shall otherwise be restricted to designated areas.
10. The User agrees to provide supervision, to the extent to ensure that all of its activities are carried on in a safe and orderly manner, for all areas defined as a part of this agreement.
11. This Agreement may not be modified except in a writing, signed by both parties hereto.
12. This Agreement will be construed in accordance with South Carolina law, and jurisdiction and venue shall be in Jasper County, South Carolina.

IN WITNESS WHEREOF, the parties hereto having executed this agreement, the day and year first written above.

WITNESS:

JASPER COUNTY, SOUTH CAROLINA

By: _____
Andrew P. Fulghum, County Administrator

SIGNATURES CONTINUE ON FOLLOWING PAGE

**THE LOW COUNTRY GROUP OF THE
CIVIL AIR PATROL**

WITNESS: _____

By: _____

Its: _____

**STATE OF SOUTH CAROLINA
JASPER COUNTY**

ORDINANCE # _____ - _____

ORDINANCE OF JASPER COUNTY COUNCIL

To approve an Agreement to Transfer to the Jasper County School District surplus real property consisting of approximately 0.9 acres, more or less, generally described as the portion of TMP 063-26-33-002 containing the School District Administration Building on N. Jacob Smart Blvd., and to authorize the Jasper County Administrator to enter into the Agreement and execute such deeds and other documents as may be necessary and appropriate to effect the transfer.

WHEREAS, the Jasper County (County) and the Jasper County School District (District) have discussed the transfer of certain real property owned by the County which the County finds to be surplus to the District, and have negotiated the terms of a proposed Agreement between them by which Jasper County would transfer the property identified as TMP 063-26-33-002, consisting of approximately 0.9 acres to the District for less than fair market value; and

WHEREAS, pursuant to the general law of the State of South Carolina, and the plenary grant of authority to county governments under the Home Rule Act , a donation from one political subdivision to another is permissible if the transfer satisfies both a public purpose and the donor's corporate purpose; and

WHEREAS, fiscal support of the Jasper County School District by the Jasper County Council has been recognized as an proper governmental purpose, including the general proposition that the furnishing of school buildings serves the economic benefit and development of the County, a proposition endorsed by Jasper County Council; and

WHEREAS, the Jasper County Administrator recommends and Jasper County finds that the terms of the proposed Agreement, which provide for a bargain sale of approximately 0.9 acres, more or less, amongst other terms and conditions, in order to provide additional opportunities for the District to enhance and improve the real property proposed to be transferred are fair and equitable and in the

best interests of Jasper County and satisfies a public purpose and furthers the Districts purposes;

NOW THEREFORE, BE IT RESOLVED by Jasper County Council, in council duly assembled and by the authority of the same:

1. Jasper County Council hereby adopts the foregoing premises as its findings regarding the Ordinance, approves the terms of the Agreement to Transfer Real Estate between Jasper County and the Jasper County School District, a copy of which is attached hereto and made part of this ordinance, and the Jasper County Administrator is hereby authorized and directed to execute and deliver the Agreement on behalf of the County;
2. The Jasper County Administrator is further authorized to execute and deliver on behalf of Jasper County a deed, closing statements and such other documents as may be necessary or desirable to accomplish the transfer of title to the property identified as a portion of TMP 063-26-33-002, consisting of approximately 0.9 acres, as more particularly shown on the attached survey, to the purchaser.
3. This Ordinance shall take effect upon approval of the Council.

Done this _____ day of _____, 2020.

Henry Etheridge
Chairman

ATTEST:

Wanda Simmons
Clerk to Council

A Copy of the referenced Agreement is to be attached hereto prior to adoption and recording.

Reviewed for form and draftsmanship by the Jasper County Attorney.

David L. Tedder

Date

1st Reading – August 17, 2020
2nd reading -
Public Hearing -
3rd reading -



**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE: 2020-_____

**AN ORDINANCE
OF JASPER COUNTY COUNCIL**

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A
UTILITY EASEMENT ENCUMBERING PROPERTY OWNED BY JASPER
COUNTY**

WHEREAS, Jasper County owns real property consisting of _____ acres, more or less, which is more particularly known as Tax Parcel _____, located at the intersection of Highway 462 and Highway 278, generally known as the Gillinsonville Town Square, Jasper County, South Carolina (Town Square); and

WHEREAS, Randy Smith, an adjoining landowner to the Town Square, has requested electrical power service from Dominion Energy South Carolina, Inc. ("Dominion") to serve an approximately 31 acre parcel of land across Highway 278 from the Town Square, being designated as Tax Parcel TMP 59-00-05-011, and the closest and most convenient existing power pole from which to extend power is located on the edge of the Town Square as shown on the attached aerial drawing; and

WHEREAS, Dominion has requested an overhead powerline easement from an existing power pole located on the edge of the Town Square across a portion of the Square to a new power pole to be set on the Smith Property across Highway 278, all as more particularly shown on the attached drawing; and

WHEREAS, Jasper County Council has determined that the granting of a powerline easement along the edge of the Town Square as requested will not materially affect the use of the Town Square, and that the provision of electrical power to citizens is a public purpose justifying the execution and delivery of the requested utility easement attached hereto and incorporated by reference as "Exhibit 1" respectively; and

WHEREAS, S.C. Code Ann. § 4-9-130 requires that the transfer of any interest in real property owned by the County must be authorized by the adoption of an ordinance by Jasper County Council.

NOW, THEREFORE, BE IT ORDAINED BY JASPER COUNTY COUNCIL, that the Jasper County Administrator is hereby authorized to execute any and all documents necessary to execute the delivery of the utility easement which is attached hereto as "Exhibit 1", with leave granted to make such typographical and grammatical changes as may be suggested by the County Attorney.

This ordinance shall take effect upon approval by Council.

Henry Etheridge
Chairman

ATTEST:

Wanda Simmons
Clerk to Council

The Exhibits are to be attached to this Ordinance before adoption and recording

ORDINANCE: # 2020 -__

First Reading: August 17, 2020

Second Reading:

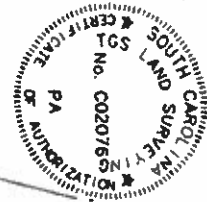
Public Hearing:

Adopted:

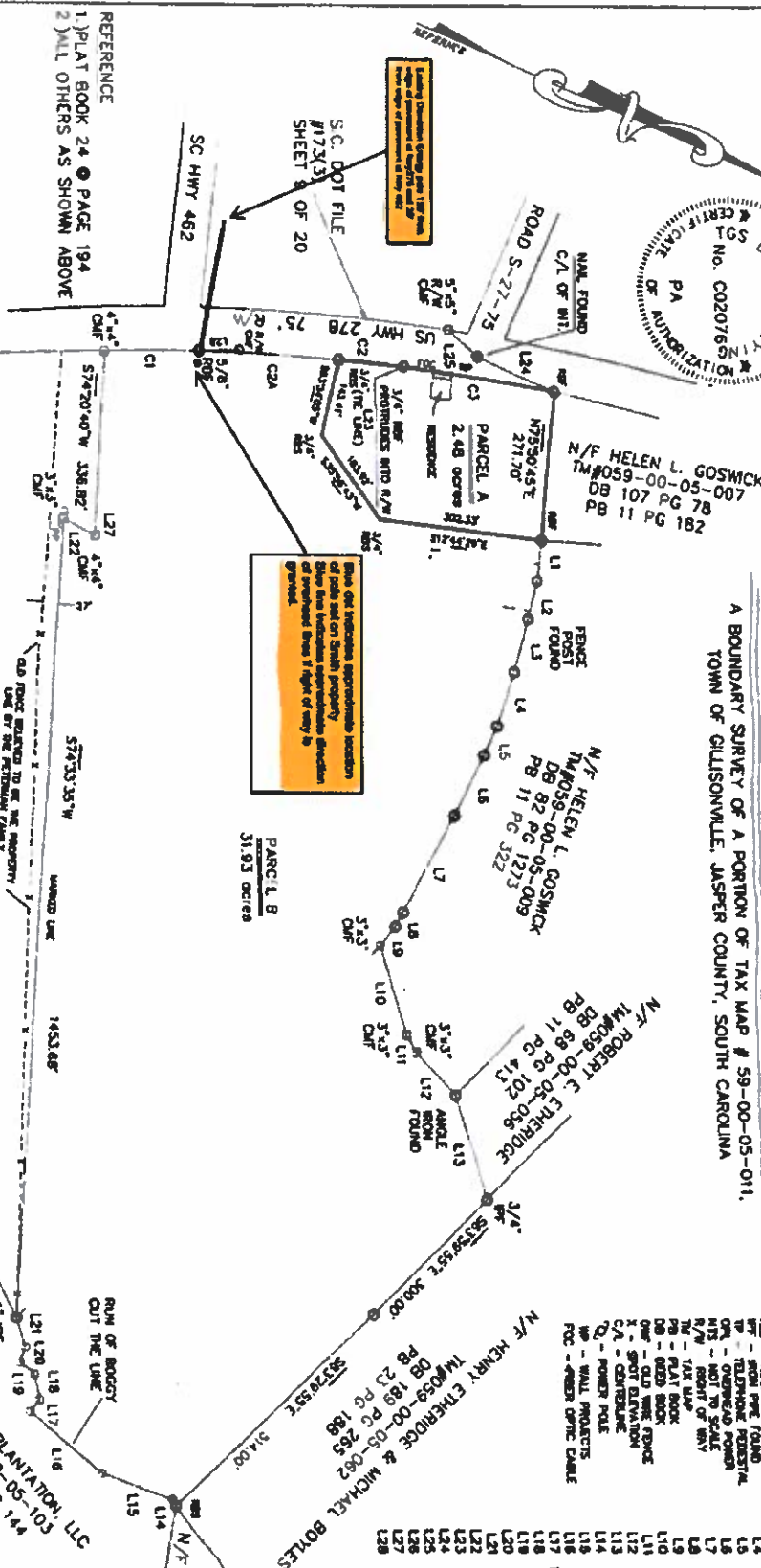
Reviewed for form and draftsmanship by the Jasper County Attorney.

David Tedder

Date



THE ABOVE PLAT PREPARED BY ME AT THE REQUEST OF:
CAROL ROBER OUTLAW & ARCHIE WILLARD OUTLAW
A BOUNDARY SURVEY OF A PORTION OF TAX MAP # 59-00-05-011,
TOWN OF GILLESPIE, JASPER COUNTY, SOUTH CAROLINA



DATE: MAY 1, 2007

NOTE: ONLY PARCEL "A" SURVEYED BY ME ON THIS DATE. PARCELS "B" WAS SURVEYED ON 1/11/1999

REFERENCE
1. PLAT BOOK 24 @ PAGE 194
2. ALL OTHERS AS SHOWN ABOVE

TGS LAND SURVEYING
162 SECOND AVENUE
P.O. BOX 2023
RIOGELAND, S.C. 29936
Phone 903-726-4117 Fax 903-726-429

BY GRAPHICAL DETERMINATION
NOTE: This Lot appears to lie in a Federal Flood Plain
Zone C Minimum Required Elevation N/A FL. NOV029
FIRM # 450112 0100 B, DATED 9/29/1986

CURVE RADII LENGTH CHORD BEARING DELTA

C1	3587.59	171.82	171.81	N207°27'17"	02°44'27"
C2	3587.59	119.94	119.94	N15°31'49"	0°34'56"
C2A	3587.59	202.05	201.97	N18°44'50"	04°11'08"
C3	3587.59	281.66	281.59	N107°29'24"	04°29'34"

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE SURVEYING HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS C SURVEY AS SET FORTH THEREIN. ALSO THERE ARE NO USUAL ENCUMBRANCES OR PROJECTIONS OTHER THAN SHOWN.

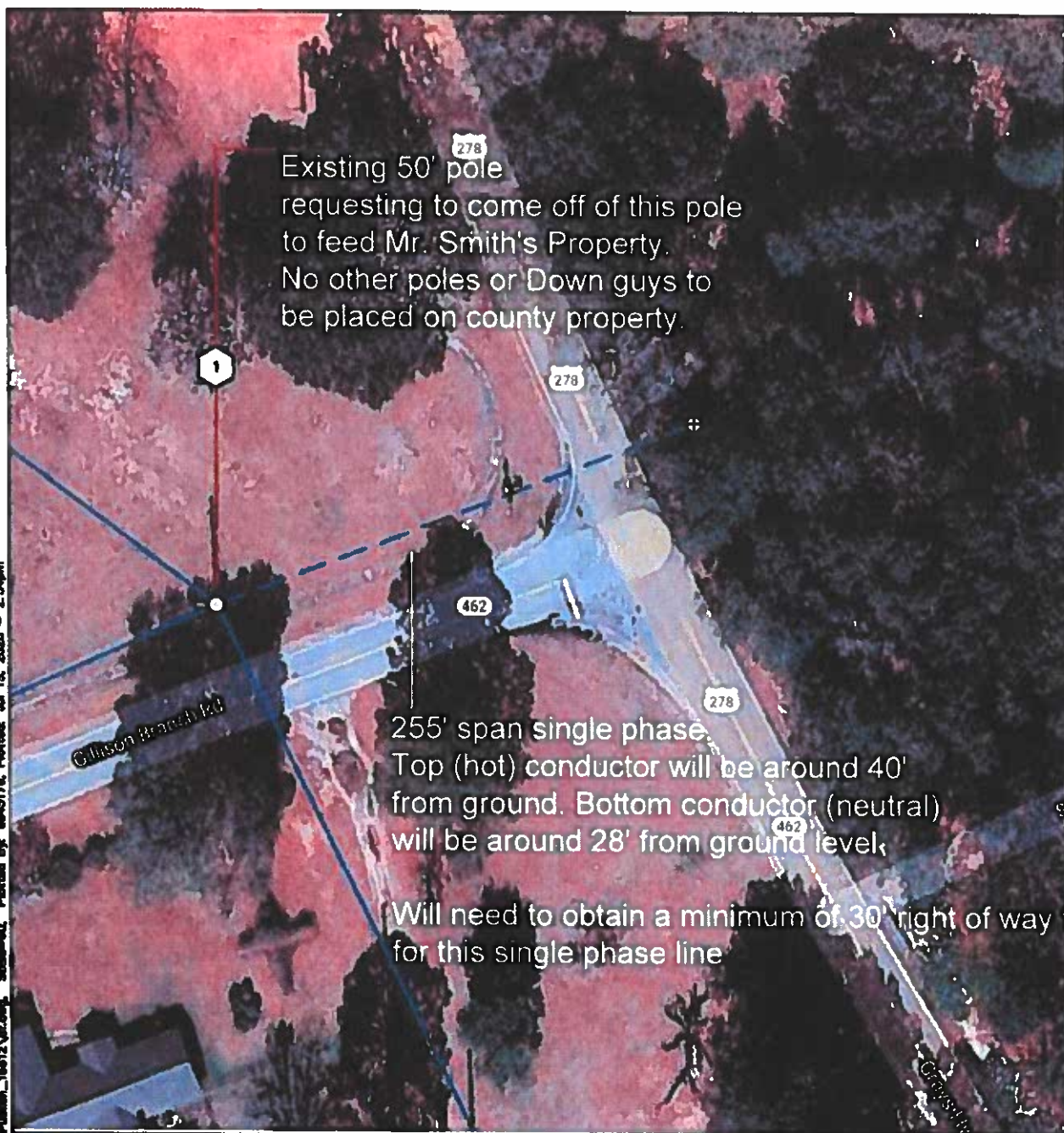
5-3-07

THOMAS & STRAIN, INC. P.S. # 16889

LINE TABLE

LINE	DIRECTION	DISTANCE
L1	N77°04'32"	71.25'
L2	N64°20'43"	71.30'
L3	N68°20'43"	100.00'
L4	N68°20'43"	100.00'
L5	N68°20'43"	100.00'
L6	N68°20'43"	100.00'
L7	N68°20'43"	100.00'
L8	N68°20'43"	100.00'
L9	N68°20'43"	100.00'
L10	N68°20'43"	100.00'
L11	N68°20'43"	100.00'
L12	N68°20'43"	100.00'
L13	N68°20'43"	100.00'
L14	N68°20'43"	100.00'
L15	N68°20'43"	100.00'
L16	N68°20'43"	100.00'
L17	N68°20'43"	100.00'
L18	N68°20'43"	100.00'
L19	N68°20'43"	100.00'
L20	N68°20'43"	100.00'
L21	N68°20'43"	100.00'
L22	N68°20'43"	100.00'
L23	N68°20'43"	100.00'
L24	N68°20'43"	100.00'
L25	N68°20'43"	100.00'
L26	N68°20'43"	100.00'
L27	N68°20'43"	100.00'
L28	N68°20'43"	100.00'

C:\Users\m40379\AppData\Local\Temp\AcPublish_10012\off.dwg, Section=00, Plotted By: m40379, Plotted: Jul 15, 2020 - 2:54pm



DOMINION ENERGY SOUTH CAROLINA, INC. DISTRIBUTION SKETCH PLAN "SAFETY" INTO EVERY JOB

JOB NAME: <u>Randy smith right of way Proposal</u>			
LOCATION: <u>gillisonville</u>		TAX DIST: _____	
SUBSTATION: _____	CKT#: <u>23.9 KV P-P</u>	SEC. VOLT.: _____	
DESIGNER: <u>AD</u>	PHONE#: _____	DATE: _____	
WO#: <u>df</u>	WR#: _____	POINT ID: _____	SCALE: NOT SCALED
R/W AGENT: _____	FILE#: _____	EASEMENT#: _____	
PUPS ID#: _____	DATE: _____	TIME: _____	
COMPLETED BY: _____	DATE: _____	CLOSED BY: _____	DATE: _____

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE 2020-_____

**AN ORDINANCE
OF JASPER COUNTY COUNCIL**

**TO AUTHORIZE JASPER COUNTY TO ENTER INTO A
FACILITIES USE LEASE AGREEMENT WITH THE BEAUFORT -
JASPER ECONOMIC OPPORTUNITY COMMISSION FOR THE
USE OF A PORTION OF THE ROBERTVILLE AND
COOSAWHATCHIE COMMUNITY CENTERS**

WHEREAS, Jasper County is the owner of real property generally known as the Robertville and Coosawhatchie Community Centers (Centers); and

WHEREAS, the Beaufort Jasper Economic Opportunity Commission (BJEOC) has for many years operated its Head Start program for children at these Centers: and

WHEREAS, the facilities use agreement has expired, and BJEOC seeks to obtain a long term lease on the portions of the Centers it has been using to continue the educational services, and by having a long term lease, the BJEOC will be eligible to seek and obtain funds through grants to improve the Centers and its appurtenances, including playgrounds;

WHEREAS, Jasper County Council believes that it would be a benefit for the citizens of Jasper County to enter into the Facilities Use Lease Agreement, which will provide traditional government purpose activities, and specifically furthering the educational opportunities of its citizens;

NOW THEREFORE BE IT ORDAINED by the Jasper County Council in council duly assembled and by the authority of the same:

1. Jasper County Council approves the Facilities Use Lease Agreement regarding the Coosawhatchie and Robertville Community Centers as described above and in the Facilities Use Lease Agreement to the Beaufort-Jasper Economic Opportunity Commission on terms substantially consistent with those include in the attached Exhibit "A;" and upon approval of the Facilities Use Lease Agreement, and other related documents by the County Attorney, the County Council Chairman shall be and is hereby authorized to execute, and the Clerk to Council is hereby authorized to attest and deliver such Facilities Use Lease Agreement, and other related documents as may be necessary or desirable and in so doing, to bind Jasper County.

2. This ordinance shall take effect upon approval by Council.

Henry Etheridge
Chairman

ATTEST:

Wanda Simmons
Clerk to Council

First Reading: August 17, 2020

Second Reading: .

Public Hearings:

Adopted:

It is required that the following Exhibit be attached before the second reading:

FACILITIES USE AGREEMENT

Reviewed for form and draftsmanship by the Jasper County Attorney.

David L. Tedder

Date

**STATE OF SOUTH CAROLINA
COUNTY OF JASPER**

ORDINANCE #2020-____

**AN ORDINANCE
OF JASPER COUNTY COUNCIL**

To Amend Article 2, *Applications to Develop or Alter the Use of Land*, Section 2.2, *Application Procedures for Subdivision and Land Development Regulations*, and Section 2.8, *Major Subdivision*, of the Jasper County Land Development Regulations, to add in requirements for Conceptual Plan Review for major subdivisions.

WHEREAS, the Jasper County Land Development Regulations provides regulations for harmonious, orderly, and progressive development of land within Jasper County; and

WHEREAS, the Land Development Regulations adopted by the Jasper County Council shall apply to all new subdivisions located in all unincorporated areas of Jasper County; and

WHEREAS, Article 2 of the Jasper County Zoning Ordinance provides criteria for reviewing applications to develop or alter the use of land; and

WHEREAS, the Jasper County Planning Commission has recommended approval by County Council; and

WHEREAS, this matter is now before the Jasper County Council for determination;

NOW THEREFORE, BE IT ORDAINED, by the Jasper County Council duly assembled and by the authority of same:

1. Article 2.2, *Application Procedures for Subdivision and Land Development Projects*, of the Jasper County Land Development Regulations is hereby amended to read as follows:

2.2 Application Procedures for Subdivision and Land Development Projects

No building permits will be issued for any major subdivision without first obtaining subdivision approval from the Planning Commission.

The application process consists of three (3) phases as follows:

- A. Pre-Application Conference – Major Land Developments
Conceptual Plan Review – Major Subdivisions (See Section 2.8)
- B. Completeness
- C. Application Review

2. Article 2.8, *Major Subdivision*, of the Jasper County Land Development Regulations is hereby amended to read as follows:

2.8 Major Subdivision

A. Conceptual Plan Review

For the purpose of securing advice in the formative stages of major subdivision design, expediting applications, and reducing development costs, the applicant, may request Conceptual Plan Review prior to applying for Preliminary Review. The Jasper County Planning Commission shall act upon the Concept Plan application within sixty (60) days from the time it has been deemed complete unless an extension of time is granted by the applicant. The Concept Plan must be scaled and show the approximate proposed layout of streets, lots, buildings, open spaces, and other features in relation to existing conditions, along with the following information:

- A. Name of the proposed development
- B. North arrow
- C. A vicinity map including north arrow
- D. Boundaries of the tract and the portion of the tract to be subdivided
- E. Parcel number(s) of the lot(s) to be subdivided
- F. Adjacent property owners and tax map numbers
- G. Zoning classification of the tract and of adjacent properties
- H. Total acreage to be subdivided
- I. Estimated and proposed uses of the land within the subdivision and the existing uses of land adjoining it

- J. Existing and proposed road layout with approximate pavement and right-of-way width, lot layout and size of lots
- K. Existing easements
- L. Roads and lots of adjacent developed or platted properties
- M. Existing topographic conditions of the property
- N. Water courses, floodplains, & preserved areas

The Planning Commission may waive any information required by this section or require any additional information they deem necessary. Conceptual Plan approval does not authorize the applicant to do any site work, sell or otherwise transfer lots or parcels.

B. PRELIMINARY MAJOR SUBDIVISION PLAT APPROVAL

Applicants requesting approval of a proposed Major Subdivision as defined by this Ordinance shall submit to the DSR a Preliminary and Final Major Subdivision Application in accordance with the following procedures:

The applicant shall submit to the DSR four (4) copies of the Preliminary Plat, four (4) copies of land development plans, fees and all materials stipulated in the Preliminary Major Subdivision Application Checklist.

The DSR shall review the plans for completeness in accordance with the requirements of Section 2.4 of this Ordinance, and if deemed complete submit copies to all affected County agencies for review and comment.

The Planning Commission shall act upon the application within sixty (60) days from the time it has been deemed complete unless an extension of time is granted by the applicant.

If the Planning Commission approves the Preliminary Major Subdivision Application, the applicant shall submit four (4) final sets of construction plans for execution by the Planning Commission, one (1) copy of which shall be forwarded to the applicant.

Preliminary Major Subdivision Plat approval shall confer upon the applicant the following rights for one (1) year from the date of the approval, unless extended by the County to proceed under the supervision of the County, with the installation of site improvements.

Preliminary Major Subdivision Plat approval shall not authorize the applicant to sell or otherwise transfer lots or parcels within the platted subdivision.

No construction shall begin on the site until the Planning Commission Chairman has signed the construction plans and the developer has posted the appropriate performance bond(s), Letter-of-Credit, or other financial security acceptable to the County for the proposed site improvements along with the appropriate Inspection Fee.

C. FINAL SUBDIVISION PLAT APPROVAL

An applicant requesting Final Subdivision Plat approval must first satisfy all outstanding issues in conjunction with the Preliminary Subdivision approval. Four (4) sets of revised as-built plans, fees and all documentation as stipulated in the Final Major Subdivision Application Checklist shall be submitted to the DSR along with four (4) originals of the Final Subdivision Plat for execution by the County.

Final Subdivision Plat Approval shall be approved or denied by the Planning Commission within sixty (60) days after submission of a complete application to the DSR or within such further time as may be consented by the applicant.

An applicant requesting Final Plat approval shall submit to the DSR four (4) copies of the material specified in this Ordinance, which shall show all streets and utilities in exact location, identifying those portions already installed and, where approved by the DSR and/or Planning Commission, those to be installed and/or certified in the amount of improvement guarantees required to assure completion of those improvements not yet installed.

No subdivision or land development plat, portion, or phase thereof shall be accepted for filing by the Office of Clerk of Court until it has been signed by the Planning Commission Chairman. No such signature shall be affixed to the plat until the developer has completed all required improvements or has posted the appropriate performance bond(s), Letter-of-Credit, or other financial security acceptable to the County and a letter from the DSR has been issued. This plat, marked as "Final Plat with Security Bond", may be recorded in the Jasper County Court of Clerk's office upon the approval of the bond.

An applicant/developer who wishes to acquire building permits or sell lots before final plat approval may do so through bonding, an Irrevocable Letter-of-Credit and Agreement, or other financial security acceptable to the Planning Commission. The developer shall provide the County with an itemized estimate of the improvements in the subdivision (i.e. roads, water, sewer, etc.). If a portion of the improvements have been installed, the itemized estimate will be for the improvements from that point to completion of the Subdivision. Once the estimates have been approved by the County, the Developer then presents the County with a bond or other acceptable means for the total of the improvements plus twenty-five percent in a form acceptable to the County.

Final Plat approval shall confer upon the applicant the right to record the plat with the County Clerk of Court and to proceed with the sale and/or transfer of lots and parcels in accordance with the approved and recorded plat. An electronic copy of the plat shall be submitted in accordance with Section 4.13 of the Land Development Regulations.

3. This ordinance shall take effect upon approval by Council.

Mr. Henry Etheridge
Chairman

ATTEST:

Wanda Simmons
Clerk to Council

ORDINANCE 20- _____
First Reading: July 6, 2020
Second Reading: July 20, 2020
Public hearing: July 20, 2020
Adopted: August 17, 2020

Considered by the Jasper County Planning Commission at its meeting on
June 16, 2020.

Reviewed for form and draftsmanship by the Jasper County Attorney.

David L. Tedder

Date